THIS INDENTURE, Made this 1 day of November in the year of our Lord one thousand nine hundred sixteen, by and between J. P. Cummings, T. P. Cummings and J. F. Cummings, brothers, and Mary E. Cummings, their sister of the County of Douglas and State of k ansas, parties of the first part, and State Bank of Lecompton, Lacompton, Kansas, party of the second part,

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WITNESSETH, that the said parties of the first part, for and in consideration of the sum of Seventeen Hundred and no/100 Dollars, to them in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, have granted, bargained, and sold, and by thes- presents do grant, bargain, sell, convey and confirm, unto the said party of the second part, and to its heirs and assigns, forever, all of the following-described bract, piece, or parcel of land, lying and situate in Lecompton Township, County of Douglas and State of Kansas, to wit:

The Northwest Quarter (2) of Township Twelve (12), Section Twelve (12) Range Eight teen (18).

TO HAVE AND TO HOLD TH. SAME, with all and singular the hereditaments and appurtenances thereunto belonging or in anywise appertaining, and all rights of homestead exemption, unto the said party of the second part, and to its successors and assigns, forever.

And the said parties of the first part do hereby covenant and agree, that at the delivery hereof they are the lawful of the premises above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrance and that they will warrant and defend the same in the quiet and peaceable possession of said party of the second part, its successors and assigns, forever, against the lawful claims of all persons whomsoever.

PROVIDED, ALWAYS, And this instrument is made, executed and delivered upon the wing conditions, to wit: following conditions,

following conditions, to wit: PIRST. Said Parties of the first part\_justly indebted unto the said party of the second part in the principal sum of Seventeen Hundred Dollars, lawful money of the United States of America, being for a loan thereof, made by the said party of the sec-ond part to the said Parties of the first part and payable according to the tencr and effect of one certain First Nortgage Real Estate Note, numbered\_\_\_\_\_, executed and delivered by the said First-Parties bearing date Nov. 1, 1916, and payable to the order of the said State Bank of Lecompton, Five years after date, at Lecompton, Kansas with interest thereon from date at the rate of 6<sup>±</sup>/<sub>2</sub> per cent. per snum, payable semi-annually on the 1 days of May and November in each year, and 10 per cent. per annum after me-turity, the installment of interest being further evidenced by ten coupons attached turity, the installment of interest being further evidenced by ten coupons attached to one said principal note, and of even date therewith, and payable to the order of baid State Bank of Lecompton at Lecompton, Kansas.

SECOND. Said parties of the first part hereby agree to pay all taxes and assess ments levied upon said premises when the same are due, and insurance premiums for the mount of insurance hereinafter specified, and if not so paid the said party of the second part or the legal holder or holders of this mortgage, may, without notice, de-clare the whole sum of money herein secured due and payable at once, or may elect to pay such taxes, assessments and insurance premiums, and the amount so paid shall be a lien on the premises aforesaid and be secured by this mortgage, and collected in the same manner as the principal dobt hereby secured, with interest thereon at the rate of  $6\frac{1}{2}$  per cent. per annum. But whether the legal holder or holders of this mortgage elect to pay such taxes, assessments, or insurance premiums or not, it is distinctly understood that the legal holder or holders hereof may immediately cause this mortgage to be foreclosed, and shall be entitled to immediate possession of the premises, and the rents, issues and profits thereof.

THIRD. Said parties of the first part hereby agree to keep all buildings and other improvements upon said premises in tas good repair and condition as the same are in at this date, and abstain from the commission of waste on said premises until the note hereby secured is fully paid. FOURTH. Said parties of the first part hereby agree' to procure and maintain pol-

icies of insurance on the buildings erected and to be erected upon the above-desoribed premises; in some responsibel insurance company, to the satisfaction of the legal holder or holders of this mortgage, to the smount Q.\_\_\_\_\_ loss, if any, payable to nonder or nonders of this mortgage, to the emount  $q_{1}^{----}$  loss, if any, payable to the mortgagee or their assigns; And it is further agreed, that every such policy of insurance shall be held by the party of the second part, or the logal holder or holders of said note, as collecteral or additional security for the payment of the same, and the persons so holding any such policy of insurance shall have the right to collect and receive any and all moneys which may at any time become payable and receivable thereon, and apply the same, when received, to the payment of said note, together with the costs

The expenses incurred in collecting said insurance; or may elect to have buildings repaired, or new buildings erected on the aforesaid mortgaged premises. Said party of the second part, or the legal holder or holders of said note, may deliver said policy to said parties of the first part, and require the collection of the same, and payment made of the proceeds as last above mentioned. FIFWH. Said parties of the the same the first

FIFTH. Said parties of the first part hereby agree that if the maker of said note shall fail to pay or cause to be paid, any part of said money, either principal note shall fail to pay or cause to be paid, any part or said money, sither principal or interest, according to the tenor and effect of said note and coupons, when the same become due, or to conform to or comply with any of the foregoing conditions or agree-ments, the whole sum of money hereby secured shall, at the option of the legal holder or holders hereof, become due and payable at once, without notice. And the said parties of the first part, for said consideration, do hereby express-ly waive an appraisement of said real estate, and all benefit of the Homestead, Exemp-

tion and Stay Laws of the State of Kansas.

The foregoing conditions being performed, this conveyance to be void; otherwise of full force and virtue.

IN TESTINONY WHEREDF, The said parties of the first part have hereunto set their

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